

EXHIBIT “A”



CONTRACT

FOR

BLAWNOX DUO MILL

BLAWNOX 轧辊冷却系统和板型控制计算机软件以及相关改进技术

出售合同

BETWEEN

CHINA SU ZHOU TIAN LU STEEL STRIP. CO., LTD.

中国苏州天路薄板有限公司

Agent: Jiangsu SUMEC International Technology CO., LTD

代理商：江苏苏美达国际技术贸易有限公司

AND 与

SHERMAN INTERNATIONAL CORPORATION

美国歇尔曼国际有限公司

*Daniel J. Liu
Date 10/1/07*

CONTRACT NO.: SHLP-2003-011-I-B

合同编号: SHLP-2003-011-I-B

签订日期: 2003 年十一月十五日

SIGNING DATE: November, 15, 2003

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*Joe Smith
Dankelman*

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Contract

The present contract is entered into by and between Su Zhou Tian Lu Steel Co. Ltd. at its address of Su Zhou Tai Cang Fuqiao Zhen, 215434 People's Republic of China and Agent: Jiangsu SUMEC International Technology CO., LTD. Add: 198 Changjiang Road Nanjing, China Postcode: 210018 (hereinafter referred to as the Buyer) and Sherman International Corporation at its address of 367 Mansfield Avenue, Pittsburgh, Pennsylvania 15220, United States of America (hereinafter referred to as the Seller).

合同

本合同的签订双方为：中国苏州天路薄板有限公司

地址：中华人民共和国江苏太仓浮桥镇 215434

Agent: Jiangsu SUMEC International Technology CO., LTD

代理商：江苏苏美达国际技术贸易有限公司

中国南京长江路 198 号 邮编 210018

(以下称买方) 和

美国歇尔曼国际有限公司

地址：美国宾夕法尼亚州匹兹堡曼斯菲尔德大道 367 号，邮编：15220

(以下称卖方)。

SECTION I. OBJECT OF THE CONTRACT

*for review
David G. Hart*

第 1 节： 合同双方

1. The Seller agrees to supply software and manuals of the roll coolant system and Shape control system developments for a 2 stand cold rolling mill.

卖方同意向买方出售 轧辊冷却系统和板型控制计算机软件以及相关改进技术。

2. All Software and Manuals will be delivered on a CD-Rom or in a hard copy. (hereinafter referred to as Contract Documentation).

轧辊冷却系统和板型控制计算机软件以及相关改进技术将由动态储存器形式提交买方。

3. The Contract Documentation will collectively be referred to as the Cargo. The Seller will provide the site service and satisfy the Buyer by reaching the performances guarantee.

合同技术文件将完全依照现有设备。卖方将提供售后现场服务，并达到买方的最终的产品要求。

4. The Contract software and its new technology and the Contract Documentation will collectively be referred to as the Contract Cargo.

合同软件及相关技术和合同文献统称合同货物。

SECTION 2 PRICE

第 2 节 价格

1. The total price of the present contract is USD 990,000 - (Say: US Dollars Nine Hundreds and Ninety Thousand only) CIF China.

本共同的总价为 CIF 中国 990,000 美元 (大写: 美元九十九万整)

SECTION 3 PAYMENT AND TERMS OF PAYMENT

第 3 节 付款和付款条件

*Yi
Fang
Daniel*

1. All the payment to be made under this contract shall be in United States Dollars. Payment by Letter of Credit from the Buyer to the Seller shall be effected through a bank acceptable to both parties. Seller shall provide all required account information. The Buyer shall open the L/C as described below within 21 days of the signing date of this contract.

根据本合同的所有付款采用美元支付。买方以信用证方式向卖方的支付，应通过双方都能接受的银行。卖方应提供所需的全部帐户信息。

2. The total contract price shall be paid by the Buyer to the Seller through an irrevocable, assignable, divisible letter of credit, opened by the Buyer's bank naming Seller as beneficiary, negotiating as per the following manners and proportions.

合同总价应由买方通过买方银行开具的指定卖方为收益人的不可撤销的、可转让的、可分割的信用证支付给卖方。信用证按上述方式和比例议付。

3. Within 30 days after the Seller has owned the goods indicated in the Contract Seller will provide the following documents:

卖方拥有了合同中所示的商品后的 30 天内，卖方应提供下述文件：

1. Proforma invoice covering 100% of the total contract price indicating Contract No. in 3 original and 3 copies;

显示 100% 合同总价的形式发票，注明合同编号，形式发票的数量为 3 份正本 3 份副本。

2. Two copies of export license issued by related American office or a letter issued by Seller or owner stating that no export license is required.

二份美国有关机关签发的出口许可证拷贝件或卖方或业主签发的表明不需要出口许可证的信函。

SECTION 4. DELIVERY AND TERMS OF DELIVERY**第 4 节 交付和交付条件**

1. The Contract software shall be packed and loaded within 2 months from the start date.

合同软件应在开始日期起的二个月内包装和装载。

2. The destination airport for Contract Document is Pudong airport, Shanghai, China.

合同文件的目的机场为中国的上海浦东机场。

SECTION 5 FORCE MAJEURE**第 5 节 不可抗力**

1. Should either party to the contract be prevented from performing the contract due to a case of force majeure such as war, serious flood, fire, typhoon, storm, earthquake or other case which can be recognized by both parties as force majeure, the time for performance of such party's obligation under the contract (other than obligations for payment of completed work) shall be extended by a period equivalent to the effect of those occurrences.

如果由于不可抗力的事件，如战争、严重的洪水、火灾、台风、暴雨、地震或双方可承认为不可抗力的其他事件造成他不能履行合同，则该方履行合同义务的时间应顺延相当于这些事件所影响的时间。

2. The prevented party shall immediately notify the other party by fax of the occurrence of force majeure and within 14 days thereafter send by registered airmail to the other party a certificate documenting such force majeure event issued by the appropriate authorities for examination by the other party. Should the effect of force majeure continue for more than 120 days, both parties shall timely settle the problems for further performance of the contact through friendly negotiations and reach an agreement as soon as possible. In case the force majeure should last beyond six months consecutively either party shall have the right to terminate the contract and the parties shall settle their obligations hereunder so that they both are placed in the same financial position as if the contract had been carried out in accordance with the terms.

受影响的一方应立即以传真通知对方发生了不可抗力，并在之后的



14 天内，以航空挂号向对方发送证明，记录有关当局发布的这种不可抗力事件，供对方检查。

如果不可抗力的影响持续 120 天以下，双方应通过友好谈判及时解决进一步履行合同的问题，并尽早达成协议。

如果不可抗力持续 6 个月以上，任何一方应有权终止合同，双方应解决本合同规定的他们的义务，使双方都处于相同的财务状况似乎合同已按照条款履行了。

SECTION 6 ARBITRATION

第 6 节 仲裁

1. All disputes arising from the execution of the present contract shall be settled through friendly consultations between both parties. In case no agreement can be reached through consultation, the disputes shall be submitted to arbitration.

- a) The arbitration shall take place in Stockholm, Sweden and be performed by the Arbitration Institute of the Stockholm Chamber of Commerce in accordance with the arbitration procedures and rules of the said institute. The arbitral award is final and binding upon both parties. Arbitration fees shall be borne by the losing party if the arbitration commission doesn't rule otherwise.
- b) In the course of arbitration both parties shall continue to perform the present contract except for the provisions under arbitration.

由执行本合同引起的一切争议应通过双方间的友好协商来解决。如果未能通过协商一到，则应将争议提交仲裁。

- a) 仲裁应按照瑞典斯德哥尔摩商会的仲裁所的仲裁程序和条例，由仲裁所在瑞典斯德哥尔摩进行。仲裁裁决是最终的，对双方有约束力。如果仲裁委员会不作其他裁决的话，^{仲裁费由}
*仲裁费由
Danteljia*

败诉方承担。

b) 仲裁期间，双方应继续履行本合同之仲裁事项以外的部分。

SECTION 7 TAXATION

第 7 节 税收

1. All taxes, customs duty and other dues levied by the Chinese government in connection with and in the performance of the present contract according to the tax laws in effect shall be paid by the Buyer.

中国政府按照实施的税法征收的与本合同的履行有关的一切税收、关税和其他捐税应由买方支付。

2. All taxes, customs duty and other dues levied by the other Governments in connection with and in the performance of the present contract according to the tax laws in effect shall be paid by the Seller.

其他政府按照实施的税法征收的与本合同的履行有关的一切税收、关税和其他捐税应由卖方支付。

SECTION 8 EFFECTIVENESS OF THE CONTRACT AND MISCELLANEOUS

第 8 节 合同的生效和其他

1. This contact is signed by the authorized representatives of both parties on November, 15, 2003.

本合同由双方的授权代表签署于 2003 年十一月十五日。

2. The contract will come into force at the date of signing the contract. If the Letter of Credit is not opened by the Buyer within 60 days after the effectiveness date of the contract, the contract is null and void.

本合同将于合同签署日起生效。如果在本合同生效日后 60 天内买方未能开立信用证，则本合同将作废无效。

3. All amendments, supplements and alterations to the terms and conditions of the present contract shall be made in written form and signed by the authorized representatives of both parties and they shall form integral parts of the present

*Mike
David S. Lee*

contract and shall have the equal force as the contract itself.

本合同的任何修正、补充和更改应采用书面形式，由双方的授权代表签署。它们将成为本合同不可分割的组成部分，应具有合同本身相同的效力。

4. All communications between both parties in the course of implementation of the present contract shall be made in English. Formal information shall be in written form in two copies and sent by registered airmail or by recognized courier service addressed to the parties at the addresses shown in Section XV, or at such other address as a party may specify hereunder, and shall be effective when received. The contract has both English and Chinese writing and both languages have same legal rights.

在实施本合同过程中双方间的一切通信应采用英语。正式的信息应采用二个副本的书面形式，通过航空挂号邮件或公认的专递送到第 14 节中显示的地址或一方可能在本合同中规定的其他地址。信息在收到后生效。本合同英中文具有同样法律效应。

5. No assignment, cession or transfer of any right or obligation arising under the present contract shall be made by either party to any third party without the previous written consent of the other party which will not be unreasonably withheld.

未经对方事前书面同意，任何一方都不得将由本合同引起的任何权利或义务转让、割让或转移给任何第三方。对方不得无理拒绝给予事前书面同意。

7. The claims of both parties are expressly and definitely stipulated in the Contract Documents. The parties will not claim against each other any compensation for any indirect or consequential losses of any kind including loss of production.

双方的权项有合同文件中作了明确和精确的规定。双方不得对任何种类的任何间接的或后果性损失，包括生产损失向对方索取赔偿。

SECTION 9 LEGAL ADDRESSES

第 9 节 法定地址

1. The Buyer: China Su Zhou Tian Lu Steel Co. Ltd.

中国苏州天路薄板有限公司

Su Zhou Tai Cang Fu Qiao Zhen,

China 215434

Tel: 86-21-6668-0783 Fax: 86-21-6668-0094

买方: 中国江苏太仓浮桥镇, 邮编: 215434

Agent: Jiangsu SUMEC International Technology CO., LTD

代理商: 江苏苏美达国际技术贸易有限公司

Add: 198 Changjiang Road Nanjing, China Postcode: 210018

中国南京长江路 198 号 邮编 210018

2. The Seller:

Sherman International Corporation

367 Mansfield Avenue, Pittsburgh, Pennsylvania 15220, USA

Tel: 1-412-928-2880 Fax: 1-412-928-2881

美国宾夕法尼亚州匹兹堡曼斯菲尔德大道 367 号, 邮编: 15220

IN WITNESS THEREOF this contract is signed by three parties in three originals with the two for the Buyer and its Agent and one for the Seller.

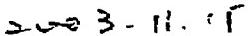
本合同由三方签字作证, 合同设正本三份, 二份由买方及其代理所持、

一份由卖方所持。

买方: 中国苏州天路薄板有限公司

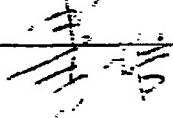
The Buyer: China Su Zhou Tian Lu Steel Co. Ltd.





Agent: Jiangsu SUMEC International Technology CO., Ltd.

代理商: 江苏苏美达国际技术贸易有限公司





2003-11-15

The Seller:

Sherman International Corporation

卖方：

美国歇尔曼国际有限公司

Daniel Zhu

Nov. 15. 2003

*Freie
Daniel Zhu*

公 证 书

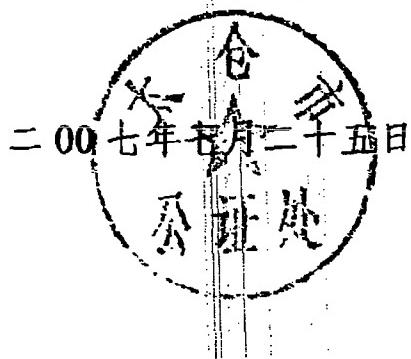
(2007) 太证经外字第 45 号

兹证明前面的复印件内容与苏州天路薄板有限公司（法定代表人朱卫民）所持有的该公司与美国歇尔曼国际有限公司于二〇〇三年十一月十五日订立的合同号为 SHLP—2003—011—I—B 的 BLAWNOX 轧辊冷却系统和板型控制计算机软件以及相关改进技术出售合同原件相符。

中华人民共和国江苏省太仓市公证处

公证员

钱峰



XN23058764

NOTARIAL CERTIFICATE

(Translation)

TC(2007)Zi.No.45

This is to certify that the duplicate copy attached hereto is in conformity with the original copy of Contract No.SHLP-2003-011-I-B Contract for BLAWNOX DUO MILL between Suzhou Tianlu Steel (Strip) Co., Ltd. and Sherman International Corporation on November 15, 2003 held by Suzhou Tianlu Steel (Strip) Co., Ltd. (the Legal representative of the Co., Ltd.: Zhu Weimin).

Notary: Qian Feng (Signature)

Taicang Notary Public Office (Seal)

Jiangsu Province

The People's Republic of China

July 25, 2007

XN 28058767

公 证 书

(2007)太证经外字第46号

兹证明前面的英文译本内容与(2007)太证经外字第45号中文公证书原本相符。

中华人民共和国江苏省太仓市公证处

公证员

二〇〇七年七月二十五日

NOTARIAL CERTIFICATE (Translation)

TC (2007) Zi, No.46

To whom it may concern:

This is to certify that the translated copy attached hereto is in conformity with the original copy of TC(2007)Zi, No. 45 "Notarial Certificate" in Chinese.

Notary: Qian Feng (Signature)

Taicang Notary Public Office (Seal)

Jiangsu Province

The People's Republic of China

July 25, 2007

认字第 003496 号

兹证明前面文书上公证处的印章和
公证员 钱 峰 的签名(印章)
属实。



唐锦安
1842207

Consulate General of the
United States of America
in Shanghai, China

I, James Neel, Vice Consul of the
United States of America at Shanghai, China, do
so vouchsafed and qualified do hereby certify that
Jing An Gao, whose true signature is
subscribed above, was on 01 AUG 2007 the date
of an officer of the Foreign Affairs Office
of Jiangsu People's Government,
so vouchsafed and qualified, to whose official
acts both faith and credit are due. For the contents
of this document I assume no responsibility.

IN WITNESS WHEREOF I have hereunto set my hand
and affixed the seal of the United States Consulate
at Shanghai, China, this 1st day of

Aug., 2007.

James P. Neel
Vice Consul of the United States
of America